

TOWN OF GREENWICH
PURCHASING DEPARTMENT
101 Field Point Road
Greenwich, CT 06830
203 622-7881

NO.: 6962

ISSUE DATE: 2/15/13

DEADLINE DATE: 3/8/13

DEADLINE TIME: 3:00 P.M.

X REQUEST FOR BID
 REQUEST FOR PROPOSAL

PREBID CONFERENCE:

TIME AND DATE:

LOCATION:

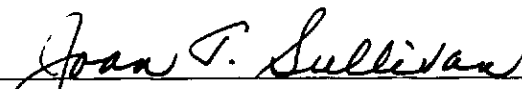
ITEM/CATEGORY FIREWORKS DISPLAY 2013

LOCATION GREENWICH, CT

 PREQUALIFICATION
 X STANDARDS/SPECIFICATIONS (ATTACHED)
 X INSURANCE REQUIRED (SEE ATTACHED)

PLEASE NOTE:

1. Sealed Bids/Proposals are due at the Town of Greenwich Purchasing Department on date noted. NO bids/proposals will be accepted after the date and time specified above. Whether the bid/proposal is sent by mail or commercial express service, the bidder/proposer shall be responsible for actual delivery of the bid/proposal to the PURCHASING DEPARTMENT before the deadline time. Bids/proposals received after the deadline time will not be considered. **PLEASE CLEARLY INDICATE BID/PROPOSAL NUMBER ON LOWER LEFT-HAND CORNER OF ENVELOPE.**
2. BIDS/PROPOSALS ARE NOT ACCEPTED BY FAX OR E-MAIL.
3. COMPANY NAME AND ADDRESS MUST CONFORM ON ALL DOCUMENTS INCLUDING INSURANCE DOCUMENTS. A POST OFFICE BOX ADDRESS IS NOT ACCEPTABLE.
4. Bid/Proposal number must appear on all bids and related correspondence.
5. The Town of Greenwich is exempt from Federal and State Taxes.
6. The Town will consider an alternate bid only if bidders have been permitted to provide an alternate bid. An alternate bid must be clearly identified as such in order to be considered by the Town.
7. Stated prices are to be FOB destination inside delivery, unless otherwise specified herein.
8. Terms and Conditions indicated on reverse.


Joan T. Sullivan, CPPO, CPPB, C.P.M. Director of Purchasing & Administrative Services

An Affirmative Action/Equal Opportunity Employer, M/F/H

Terms and Conditions

Bidders shall familiarize themselves with all provisions of the specifications and shall not at any time after submitting bid, dispute any of the specifications or assert that there was any misunderstanding in regard to the furnishing and delivering of the items called for in the proposal.

The Town of Greenwich reserves the right to issue addenda as needed on bids/proposals.

The Town of Greenwich reserves the right to reject any and all bids not deemed to be in the best interest of the Town of Greenwich, or to accept that bid which appears to be in the best interest of the Town of Greenwich. The Town of Greenwich reserves the right to waive any informalities in or reject any or all bids, or any part of any bid.

References to a particular trade name or manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the Town of Greenwich. They should not be construed as, nor are they intended to exclude proposals on other types of materials, equipment and supplies. However, the bidder, if awarded a contract will be required to furnish the particular item referred to in the specification or description unless a departure or substitution is clearly noted and described in the proposal.

Respondents shall provide one proposal and bidders one bid price for each specified required line item with no more than one total lump sum bid, unless allowed to do otherwise by the solicitation. Respondents shall provide no more than one bid reply unless allowed by the solicitation. Bidders shall not include in their prices any Federal or State taxes from which the Town of Greenwich is exempt.

The successful bidder/s shall indemnify the Town of Greenwich against all losses, claims, actions and judgments brought or recovered against the contractor or the Town of Greenwich.

No proposal shall be received from, or contract awarded to, any person, firm or corporation who is in default or in debt to the Town of Greenwich for non-performance of any contract, or who is a defaulter as surety or otherwise from any obligation to the Town of Greenwich.

Bids must be signed in ink by the vendor. No bids shall be made in pencil. Any bids showing any erasures or alterations must be initialed by the bidder in ink. Failure to sign and give all information requested in the proposal may result in the bid being rejected.

Quantities as listed on the bid sheets are estimated for bidding purposes only. Award of contract shall be for the quantities actually ordered as needed during the contract period. However, the Town of Greenwich reserves the right to increase or decrease the quantities by 10%.

Unit prices quoted shall be net exclusive of all taxes, and must include all transportation, delivery and unloading costs; fully prepaid F.O.B. destination in place inside delivery. Debris, if any, removed.

The Town of Greenwich reserves the right to make awards on an item by item, total or lump sum basis. Where an award is made on an item by item basis, the unit price prevails. The Town reserves the right to make award in best interest of its own operation. All awards are contingent upon certification by the Town Comptroller that funds are available in appropriate accounts.

It is understood that prices shall hold firm and prevail for the actual quantities required or ordered as needed during the life of the contract whether more or less than estimated quantities. Unit prices shall not be subject to any increase during the life of the contract.

All deliveries are to be made within the time period specified in the bid proposal upon receipt of written purchase order or authorized verbal requests except as may be otherwise arranged by Supplier and Purchaser. Receipt of contract is not authority to ship. Emergency deliveries are to be made within twenty-four (24) hours from receipt of a telephone request from the Director of Purchasing and Supply. All deliveries are to be made on business weekdays between the hours of 9:00 A.M. and 4:00 P.M. except as may be otherwise arranged by the Supplier and Purchaser.

In the event deliveries are not made as specified to a Town delivery point, the Director of Purchasing and Supply shall reserve the right to purchase any such bid item on the open market and to charge any increase in price paid over the current contract price to the account of the vendor.

All bids will be awarded or rejected within sixty (60) days of bid opening date or for the stated period of validity, if different. Therefore, bidder agrees that prices will remain firm for acceptance for that period.

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The contractor, however, will take affirmative action to insure that minority group members are employed and are not discriminated against during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of understanding, a notice advising the labor union or worker's representative of the contractors' commitments under this specification and under rules, regulations and orders promulgated by the State.

"Affirmative Action" means procedures which establish hiring and employment goals, timetables, and practices to be implemented, with good faith efforts, for minority group members.

"Minority Group Members" as identified in EEO-4 reports shall mean Black, Hispanic, Asian or Pacific Islanders, American Indian, and Alaskan Natives.

The contractor or subcontractor offers and agrees to assign to the public purchasing body all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. Section 15, or under Chapter 624 of the General Statutes of Connecticut, arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the public purchasing body awards or accepts such contract, without further acknowledgment by the parties.

TOWN OF GREENWICH

REQUEST FOR BID #6962 DEADLINE: 3/8/13 AT 3:00 P.M.

FIREWORKS DISPLAY FOR 2013

Background

The contractor shall provide the Town of Greenwich with two (2) separate Fireworks displays for the Town's celebration of Independence Day in July 2013.

The displays shall be performed on the same day but each display has different pyrotechnic requirements as the space available at each location varies, thus affecting the size of the shells that can be used in each display.

Dates, Times and Locations for Displays

The displays will be conducted at Binney Park, Old Greenwich, CT. and Greenwich Point Park, Old Greenwich, CT. The primary date will be Saturday, July 6, 2013 for both shows, with a rain date of Sunday, July 7, 2013 for both shows. (Both Shows must be displayed on the same date.) The show at Bihney Park is to begin at dusk, approximately 9:10 pm, with the show at Greenwich Point Park to begin following the Binney Park display, approximately 9:30 pm. Each show will last about 20-23 minutes. The Binney Park display is held inside the Park in an area provided adjacent to the third base line of the number 1 softball diamond. The Greenwich Point Park show is shot from Bluff Point, about 600' south of the main beach in an area that will be designated and secure. Vehicular access at both locations is available to pyrotechnicians as needed. In the event that both displays cannot be held on both the original and rain date for the displays, a mutual display date will be arranged between the selected vendor and the Town of Greenwich.

Contractor Responsibilities

The contractor shall provide the required pyrotechnics for the displays, and shall be responsible for all racks, tubes, guns, flares, electric controls and other such equipment necessary to perform the show as well as delivery of all fireworks and related equipment to and from the shooting site.

The contractor will compensate the pyrotechnicians, who shall be selected in cooperation with the Town of Greenwich and all crews needed to set-up the equipment needed for the shoot.

The contractor shall be responsible to set-up and secure the equipment needed for the shoot, load all fireworks, shoot the show, safely discharge any fireworks that do not fire during the show, break down and remove the equipment and clear the shooting area of supplies and materials used.

The Town will secure the necessary permits from the State; the Town shall pay the fees for the permits. The Fire Marshal and Chief of Police must sign the materials. However, the contractor shall provide the Town with the Application for Permit to Display Fireworks or Special Events Form with information on who is responsible to shoot the show. Town Officials will sign and include with the permit requests to the State.

The contractor shall obtain the Application for Permit to Display Fireworks or Special Events from the Connecticut Department of Public Safety, Division of Fire Emergency and Building Services, Bureau of Investigation and Enforcement, P.O. Box 2794, Middletown, CT 06457-9294.

In the event of rain, the contractor is responsible for the transportation of fireworks to a location determined by the Fire Marshal of the Town of Greenwich for safe storage until the rain date and returning the fireworks to the shooting locations on the rain date.

The Town of Greenwich will secure the necessary permits from the State to display the shows, provide for police for security and traffic control, provide all necessary fire watch personnel, and erect all safety fencing restraining spectators according to Connecticut State Regulations. The Town of Greenwich will reasonably supply barrels, miscellaneous lumber and sand needed to display the fireworks as requested by the pyrotechnician.

Auditing the Displays

At time of delivery of the products and during the setup, the vendor shall provide the Town with complete packing lists. The pyro-technicians and shooters shall assist the Town's representative to make sure the Town receives what has been specified in this RFB. In addition, personnel from the Greenwich Fire Department Fire Marshal Division shall carefully monitor each display.

The Town will not accept 2.5" shells in place of specified 3" shells.

Classifications

Some of the fireworks products such as mortar shells must be classified as 1.3G and others such as Thunder boxes, set and ground pieces and cakes may be classified as 1.4G. A combination of 1.3G and 1.4G will be acceptable at the Binney Park Show. Only 1.3G will be acceptable at the Greenwich Point Park Show.

Contractor Qualifications

The contractor shall have a minimum of five (5) years experience in organizing and producing fireworks displays for a community event, meet all licensing requirements of the State of Connecticut and provide the Town of Greenwich with satisfactory references upon request.

Issuing Authority

Mr. James Giarraputo Latham, CPPB, Senior Buyer has been designated to be responsible for the conduct of this procurement. Any inquiries or requests regarding this procurement must be submitted in writing to Mr. Latham to the address below by **12:00 noon Wednesday, February 27, 2013**

Town of Greenwich
Purchasing Department
101 Field Point Road
Greenwich, CT 06830
Fax: (203) 622-7776 / Email: jlatham@greenwichct.org

Issuance of Addenda

The Town of Greenwich reserves the right to amend this solicitation by addenda. Addenda will be posted to the Town's website (www.greenwichct.org/bids) up to 48 hours in advance of the bid/proposal's due date and time. **It is the bidder's responsibility to check the Town's website for addenda.** If in the Town's opinion revisions are of such a magnitude, the deadline for this solicitation may be extended in an addendum. In addition, addenda can change specifications, reply sheets, and times and dates for prebid meetings as well as due dates/deadlines for questions and bids/proposals. **No notification of addenda issuance will be made other than on the Town's website.**

Taxes

The Town of Greenwich is exempt from the payment of taxes imposed by the federal government and or state of Connecticut, and such taxes shall not be in the prices.

State, Local and Federal Laws

Vendor shall acknowledge and agree that, should it be awarded the Contract, it shall be solely responsible for strict compliance with all federal, state and local statutes, laws, codes, rules, regulations and ordinances, and for the procurement and maintenance of all necessary licenses and permits relating to Vendor's performance of services.

Applicable Law

The laws of the State of Connecticut shall govern this Contract and any and all litigation related to this Contract. In the event of litigation related to this Contract, the exclusive forum shall be the State of Connecticut and the exclusive venue for such litigation shall be the Judicial District for Stamford/Norwalk at Stamford.

Contract Format

The Town of Greenwich has included as part of the RFB, **Exhibit C**, the Personal Services Contract format to be used for this procurement and installation.

Withdrawal of Bids (Or Proposals) Prior to Deadline

A bidder wishing to withdraw a bid/proposal prior to the deadline may do so by preparing a formal written request on company letterhead. The person who signs the letter must be the same person who signs the reply sheets. The Town will verify that the signature on the letter matches the signature on the reply sheets.

The Town will also verify the request to withdraw the bid/proposal by calling the bidder at the telephone number supplied on the reply sheets.

After the Town is satisfied that a request to withdraw a bid/proposal before the established deadline is valid, the bid/proposal will be returned to the bidder. The bidder may then withdraw completely from the bidding process, or may modify the bid/proposal and resubmit before the deadline.

Withdrawal of Bids (Or Proposals) After the Deadline

If bid security is required and a bidder does not honor his/her bid for the specified time, the bid check shall become the property of the Town; or, if a bid bond was furnished, the bid bond shall become payable to the Town.

After the bid/proposal deadline has passed, the submitted bids/proposals become the property of the Town and are valid offers to be honored by the bidder for sixty (60) days or longer, as specified in the Request for Bid/Proposal. Bidders who do not honor their bids/proposals for the sixty (60) day (or as specified) period, shall be declared irresponsible bidders.

Insurance Requirements

The **awarded** vendor will be required to provide insurance coverage as specified on the Insurance Requirements Sheet, **Exhibit A**, of this RFB. The **Acord certificate of insurance form** must be executed by your insurance agent/broker and returned to this office. Company name and address must conform on all documents including insurance documentation. It is required that the agent/broker note the individual insurance companies providing coverage, rather than the insurance group, on the Acord form. The Contract number (provided to the awarded Contractor), project name and a brief description must be inserted in the "Description of Operations" field. It must be confirmed on the Acord Form that the Town of Greenwich is endorsed as an additional insured by having the appropriate box checked off and stating such in the "Description of Operations" field.

A letter from the awarded vendor's agent/broker certifying that the Town of Greenwich has been endorsed onto the general liability policy as an additional insured is also **mandatory**. This letter shall be addressed to the Town's Director of Purchasing and must follow exactly the format of the letter attached as Exhibit B. It must be signed by the same individual authorized representative who signed the Acord form. Both the certificate of insurance and the letter must be signed with original ink "wet" signatures. If the insurance coverage required is provided on more than one Acord certificate of insurance, then additional agent/broker letters are also required. Contract development will begin upon receipt of complete, correct insurance documentation.

The Contractor shall be responsible for maintaining the above insurance coverages in force to secure all of the Contractor's obligations under the Contract with an insurance company or companies with an AM Best Rating of B+:VII or better, licensed to write such insurance in Connecticut and acceptable to the Risk Manager, Town of Greenwich. For excess liability only, non-admitted insurers are acceptable, provided they are permitted to do business through Connecticut excess line brokers per listing on the current list of Licensed Insurance Companies, Approved Reinsurers, Surplus Lines Insurers and Risk Retention Groups issued by the State of Connecticut Insurance Department.

The vendor should submit with the proposal the signed, original "**Insurance Procedure**" form, **page 21**, which states that the vendor agrees to provide the specified insurance coverage for this proposal at no additional charge above any insurance charge declared in the bid.

FIREWORKS INVENTORIES

The contractor shall provide the following fireworks for execution of this contract:

2013 BINNEY PARK FIREWORKS DISPLAY INVENTORY

Opening Barrage

Three Inch Diameter Shells

90 Silver Silk Crackling

Four Inch Diameter Shells

36 Silver Crackling

Main Display

Four Inch 2 Break Shells for Flights

- 3 White Chrys with Red to Blue Pistil/Artillery
- 3 Spangle Chrys with Green Pistil/Artillery
- 3 Spangle Chrys with Red Pistil/Artillery
- 3 Spangle Chrys with Blue Pistil/Artillery
- 3 Spangle Chrys with Glitter Pistil/Artillery
- 3 Red Silk Fish/Blue Mag Dahlia
- 3 Green Crackling Fish/Orange Mag Dahlia
- 3 Silver Silk Crackling Fish/RWB Mag Dahlia
- 3 RWB Mag Dahlia/RWB Mag Dahlia
- 3 Aqua Mag Dahlia/RWB Mag Dahlia
- 3 Aqua Mag Dahlia/Aqua Mag Dahlia
- 3 Super Blue Tail Spider/Super Red Tail Spider
- 3 Super RWB Tail Spider/Super RWB Tail Spider
- 3 Super Silver Strobe/Super Silver Strobe
- 3 Blue & Spangle/Red & Spangle
- 3 Glittering Silver to Red Chrys/Glitter Silver to Blue Chrys
- 3 Ping Spangle/Aqua Spangle
- 3 Red Magic Peony/Lemon Magic Peony
- 3 Red Magic Peony & Blue/Red Peony & Blue
- 3 Green Peony w/Glitter Palm Core/jRed Peony w/ Glitter Palm Core
- 3 Blue to Orange/Orange to Blue
- 3 Red Palm Crosette/Red Palm Crosette
- 3 Variegated Crosette/Variegated Crosette
- 3 Silver to Blue Crosette/Silver to Red Crosette
- 3 Blue to Lemon Crosette/Blue to Lemon Crosette
- 3 Orange to Green Go-Getter/Orange to Green Go-Getter
- 3 Gold Crosette/Gold & Silver Strobe
- 3 Blue Ring with Big Red Pistil/Blue Ring with Big Red Pistil
- 3 Green Ring with Dragon Eggs/Green Ring with Dragon Eggs

2013 BINNEY PARK FIREWORKS DISPLAY INVENTORY – PAGE 2

- 3 Blue Mag Dahlia/Yellow Mag Dahlia
- 3 Rainbow Mag Dahlia/Rainbow Mag Dahlia
- 3 RWB Mag Dahlia/RWB Mag Dahlia
- 3 Gold Glitter Dahlia/Gold Glitter Dahlia
- 3 Red with Twinkling Trail/Twinkling Trail
- 3 Silver Strobe Willow Crosette/Silver Strobe Willow Crosette
- 3 Silver to Red Comet/Silver to Red Comet

Four Inch Diameter Shells – Cylindrical

- 3 Tourbillon/Red Stars
- 3 Tourbillon/Blue Stars
- 3 Tourbillon Ring with Mixed & Blue Stars
- 3 Tourbillon/Purple Stars
- 3 Diamond Screamer/Green Stars
- 3 Diamond Screamer/Purple Stars
- 3 Diamond Screamer/Silver Crosette
- 3 Diamond Screamer/Multicolor
- 3 Red Tail Thunder/White Strobe
- 3 Green Tail Thunder/White Strobe
- 3 Golden Whirl/Blue Stars
- 3 Golden Whirl/Multicolor
- 3 Golden Whirl/Twilight Glitter Comet
- 3 Multicolor to Heavy Report – 2 Break
- 3 Brocade to Heavy Report – 2 Break

Four Inch Diameter Shells – Assortment No. 1

- 3 Red Chrys to White Strobe
- 3 Red and Blue to White Strobe
- 3 White Strobe and Red
- 3 Red and Blue Glitter
- 3 Blue to Silver Strobe
- 3 Blue and Glitter Silver
- 3 RWB Glitter
- 3 Silver Chrys with Red Palm
- 3 Red Tip with Silver Strobe Willow
- 3 Red Silk Fish
- 3 Red Dahlia
- 3 RWB Dahlia
- 3 Variegated Crosette
- 3 Super Silver Strobe
- 3 Silver Ring with Red and Blue Pistil
- 3 Gold Chrysantemum

2013 BINNEY PARK FIREWORKS DISPLAY INVENTORY – PAGE 3

3 Blue & Spangle

3 Red & Spangle

Four Inch Diameter Shells – Assortment No. 2

3 Lemon Peony with Red Palm Pistil

3 Orange and Purple to White Strobe

3 Spangle Chrysanthemum and Blue

3 Variegated Crackling Trail

3 Yellow GS Peony/Green Palm

3 Purple Crackling Dahlia w/Green Strobe Pistil

3 Pink Peony with Fuschia Pistil

3 Twinkling Karuru Crown

3 Yellow Magic Peony

3 Pink Peony w/Glitter Palm

3 Orange to Popping Flower

3 Fuschia Magic Peony

3 White Glitter and Blue

3 Blue Peony w/Silver Palm

3 Twinkling Kamuru Crown with Red Strobe Pistil

3 Silver Ring with Red and Blue Pistil

3 Crackling Coconut

3 Purple and Green Crackling Palm

Four Inch Diameter Shells – Assortment No. 3

3 Red and Green Peony with Trail

3 Twinkling Kamuro Crown w/Red Strobe Pistil

3 White Strobe Flitter and Purple with Tail

3 Orange to Popping Flower with Tail

3 Green Strobe Glitter and Blue w/Tail

3 Green Strobe Willow and Purple w/Tail

3 Red/Green Dahlia Ring w/Tail

3 Yellow Strobe Willow

3 Green Strobe Willow and Purple w/Tail

3 Green to Lemon Glitter Tail

3 Twinkling Kamuro Crown

3 Green to Gold Crackling Palm w/Tail

3 Green Strobe Willow and Purple

40 mm – 9 Shot Fan's

5 Red Bombette w/Silver Tail

5 Blue Bombette w/Silver Tail

2013 BINNEY PARK FIREWORKS DISPLAY INVENTORY – PAGE 4

5 White Bombette
5 Golden Rain
5 Red Go-Getters
5 Blue Go-Getters
5 Green Go-Getters
5 Multi-colored Bombette
5 Diamond Screamer to Report

Grand Finale

Three Inch Diameter Shells – Tied & Chained

400 Pastel Colors
150 Ti Salute W/Silver Tails

Four Inch Diameter Shells – Tied & Chained

36 **Disco Strobe**
36 Twinkling Kamuru Crown

2013 GREENWICH POINT PARK FIREWORKS DISPLAY INVENTORY

Opening Barrage

Three Inch Diameter Shells

40 Titanium Salutes w/Silver Tails

Four Inch Diameter Shells

90 Red & Blue Peonies with Silver Palm Core & Silver Tail

Five Inch Diameter Shells

18 Blue Peony with Red Pistil & Silver Tail

Six Inch Diameter Shells

9 Gold Dragon (Glitter) with Red & Blue Center

Eight Inch Diameter Shells

1 Gold Glitter with Red & Blue Center

Main Display

Four Inch Diameter Shells – Cylindrical

- 4 Color & Report – Purple & Green Dahlia
- 4 Color & Report – Red & Gold Glitter Dahlia
- 4 Color & Report – Lemon Willow
- 4 Color & Report – Orange Dahlia
- 4 Color & Report – Red & Blue Dahlia
- 4 Color & Report – Purple to Green Crossettes
- 4 Color & Report – Twinkling Kamuro
- 4 Color & Report – Red & Green Glitter
- 4 Color & Report – Aqua Dahlia
- 4 Color & Whistles
- 4 Gold Flitter Crossettes
- 4 Farfallas
- 4 Gold Whirl & Blue Stars
- 4 Silver Whirl & Purple Stars
- 4 Silver Whirl with Report & Red Stars
- 4 Multi-Color to Heavy Report
- 4 Brocade to Heavy Report
- 4 White Strobe to Heavy Report

2013 GREENWICH POINT PARK FIREWORKS DISPLAY – PAGE 2

Four Inch Diameter Shells (Spherical)

- 4 Red Chrysanthemum
- 4 Silver Chrysanthemum
- 4 Brocade Silver
- 4 Brocade to Red with Silver Tail
- 4 Brocade to Blue with Silver Tail
- 4 Dark Pink Peony
- 4 Gold Palm Tree with Gold Tail
- 4 Gold Glitter with Red & Green Pistil
- 4 Brocade to Dark Pink with Gold Tail
- 4 Brocade to Kelly Green with Gold Tail
- 4 Red Palm with Gold Tail
- 4 Blue Palm with Gold Tail
- 4 Silver Silk Crackling with Big Crackling Pistil
- 4 Silver Crown
- 4 Silver Crown with Big Red Pistil
- 4 Silver Crown with Big Blue Pistil
- 4 Brocade Crown
- 4 Silver Brocade to Red with Silver Tail
- 4 Silver Brocade to Blue with Silver Tail
- 4 BlueChrys w/Silver Palm Crossette Core
- 4 Red Chrys w/Gold Glitter Crossette Core
- 4 Spangle Chrys w/Green Pistil
- 4 Glitter Silver to Yellow Chrysanthemum w/Silver Tail
- 4 Gold Wave to Green Chrysanthemum
- 4 Variegated Glitter
- 4 Bowtie Silver Strobe w/Silver Tail
- 4 Gold Kamuro w/Gold Tail
- 4 Purple Peony w/Gold Strobe Pistil & Gold Tail
- 4 Blue Crackling Flower w/Red Palm Core & Gold Tail

2013 GREENWICH POINT PARK FIREWORKS DISPLAY – PAGE 3

Four Inch 2 Break – Color with Titanium Salute

- 4 Green & Purple Peony
- 4 Blue & White Peony
- 4 Spangle Chrysanthemum with Blue Pistil
- 4 Red to Crackling Flower with Blue Pistil
- 4 Glittering Silver to Red Chrysanthemum
- 4 Gold Wave to Purple Chrysanthemum
- 4 Red Willow
- 4 Golden Kamuro
- 4 Silver Surf to Gold
- 4 Green & Silver Glitter
- 4 Dahlia with Strobe Pistil
- 4 Glitter Coconut Tree
- 4 Silver Palm Tree
- 4 Red to Green Crosette
- 4 Golden Splendid

Four Inch 2 Break Shells for Flights (5 x 3)

- 4 2 Break – Gold Kamuro/Red Chrysanthemum
- 4 2 Break – Glit Silver to Red/Glit Silver to Blue
- 4 2 Break – White Peony/Red Peony
- 4 2 Break Red Crossettes/Silver Palm Tree
- 4 2 Break – Red & Green Glitter

2013 GREENWICH POINT PARK FIREWORKS DISPLAY – PAGE 4

Five Inch Diameter Shells

- 3 Blue Willow with Rising Gold Tail
- 3 Red Palm Tree with Rising Gold Tail
- 3 Silver Strobe Willow with Rising Silver Tail
- 3 Stained Glass
- 3 Blue to Crackling Rain
- 3 Red to Blue Crosette
- 3 Red to Crackling Rain
- 3 White Twinkling Chrys with Red to Blue Pistil
- 3 Glitter Crosette with Glitter Tail
- 3 Red Strobe
- 3 Golden Splendid with Crackling Gold Tail
- 3 Saturn Shell
- 3 Red Chrysanthemum with Silver Palm Core & Silver Tail
- 3 Spangle Chrysanthemum with Red to Blue Pistil & Silver Tail
- 3 Variegated Colors to Crackling with Crackling Tail
- 3 Silver Crackling Tail Peony with Crackling Gold Tail
- 3 Silver Corsettes with Silver Tail
- 3 gold Crackling Willow
- 3 Glitter 2 Color Change Chrysanthemum
- 3 Brocade to Green Crackling Stars with Gold Tail
- 3 Brocade to Deep Orange Chrysanthemum with Gold Tail
- 3 Gold Dragon with Mixed Red & Blue Pistil and Gold Tail
- 3 Red Peony to Silver Bees
- 3 Green Peony to Moving Silver Snakes
- 3 Red Palm Tree with Red Sparkling Lights
- 3 Red to Green Crackling
- 3 Peacock Tail to Silver Silk Crackling
- 3 Chartreuse with Big Green Pistil
- 3 Brocade to blue with Big Red Pistil

2013 GREENWICH POINT PARK FIREWORKS DISPLAY – PAGE 5

Five Inch Diameter Shells – Continued

- 3 Orange Peony with Green Pistil
- 3 Brocade Ring (Flat Chrys) with Red Peony Pistil
- 3 Silver Crown with Big Mixed Red & Blue Pistil
- 3 Green Peony with Crackling Pistil
- 3 Silver Sparkling Lights with Silver Tail
- 3 Mixed Crossettes – Green and Orange
- 3 Red Crossette
- 3 Glittering Silver to Red Chrys w/Silver Tail
- 3 Gold Wave to Purple Chrys w/Gold Tail
- 3 Red Peony w/Silver Fish Pistils
- 3 Gold Wave to Blue to Red w/Tail
- 3 Red Moving Stars Shell
- 3 Gold & Silver Spider
- 3 Gold Spider to Purple w/Tail
- 3 Blue Wave w/Rising Blue Wave Flowers
- 3 Brocade Diadem w/Tail
- 3 Golden Kamuro to Purple w/Silver Tail
- 3 Silver Bowtie w/Red Ring
- 3 Brocade Crown Chrys w/Tail
- 3 Sunflower
- 3 Butterfly
- 3 Sparkling Gold & Silver Lights
- 3 Silver Crown with Big Mixed Red and Blue Pistil
- 3 Green Sparkling Lights
- 3 Smile Face
- 3 Orange Peony with Big Red Pistil
- 3 Pink Chrysanthemum with Aqua Pistil
- 3 Red Peony to Red Bees
- 3 Blue Peony to Blue Bees

Six Inch Diameter Shells (Spherical)

- 3 Green Crackling Tail Peony with Red Strobe Pistil
- 3 Red to Silver Diamond Rain with Green Palm Core
- 3 Gold Brocade Waterfall with Red Strobe Pistil
- 3 Saturn Shell
- 3 Purple Sun with Glitter Palm Core
- 3 Red to Blue Ring with Gold Brocade to Blue Pistil
- 3 Glittering Silver to Red Ring with Green Octopus
- 3 Red Palm Crossette
- 3 Green Ring with Gold Strobe Dahlia Bowtie
- 3 GS Color to Glittering Silver with Palm Pistil
- 3 Crackling Willow Flower
- 3 Gold Popping Brocade Kamuro with Crackling Flowers
- 3 Silver Crossettes with Silver Tail
- 3 Gold Glitter with Green Octopus Tail
- 3 Glittering Silver to Blue Chrys w/Silver Tail
- 3 Gold Wave to Green w/Gold Tail
- 3 Green Peony w/Coconut Pistil
- 3 Bismuth Crackling Chrys w/Rising Tail
- 3 Red Gamboge to Blue w/Silver Tail
- 3 Silver Chrys w/Red Pistil
- 3 Silver Chrys w/Blue Pistil
- 3 Red to White to Blue Chrys w/Strobing Pistil
- 3 Saturn – Red w/Brocade Ring
- 3 Red Ring w/Silver Crossette Pistil
- 3 Red Strobe
- 3 Green Strobe
- 3 Tourbillion Ring w/Strobe Pistil
- 3 3 Break Color w/Three Reports
- 3 Titanium Spider w/Crackling Pistils
- 3 Titanium Artillery Ring w/Tail
- 3 Giant Gold Crossetting Palm Tree w/Tail
- 3 Red to Green Crossetting Palm Tree w/Tail

Six Inch Diameter Shells for Special Flights

- 3 Red to Blue Crossette
- 3 Red to Crackling Rain
- 3 Silver Strobe Willow with Rising Silver Tail
- 3 Stained Glass
- 3 Glitter Crossette with Glitter Tail
- 3 Red Peacock Plume
- 3 Green Go Getters with Silver Crown Pistil
- 3 Twilight Glitter Crossette with Big Ruby Red & Sapphire Blue Pistil
- 3 Twice Crackling Rain with Rising Gold Tail

Six Inch Diameter Shells – Assortment No. 2

- 2 Gold Dragon with Mixed Red & Green Center
- 2 Brocade to Red & Blue
- 2 Gold Palm Tree with Green Sparkling Lights
- 2 Sparkling Gold & Silver Lights
- 2 Brocade to Dark Pink

Six Inch Diameter Shells – Assortment No. 3

- 2 Peacock Tail
- 2 Golden Orchid
- 2 Brocade Crown
- 2 Red to Green Waves
- 2 Silver Saturn with Red Peony
- 2 Green Palm Tree with Red Sparkling Lights

Six Inch Diameter Shells – Assortment No. 4

- 2 Northern Lights
- 2 Red Plum in Snow
- 2 Green Peony to Moving Silver Sakes
- 2 Gold Glitter to White

Eight Inch Diameter Shells – Spherical

- 2 Brocade Crown
- 2 Blue & Cracker to Spangle with Red Pistil & gold Tail
- 2 Mixed Red & Blue Peony with Silver Palm Core Silver Tail
- 2 Glit Silver to Blue Chrys with Red Pistil & Silver Tail
- 2 Glit Silver Chrys with Red to Blue Pistil
- 2 Glitter Crossette
- 2 GS Color to Glitter Silver with Palm
- 2 Gold Popping Brocade Kamuro with Crackling Flowers
- 2 Silver Strobe Willow with Silver Tail
- 2 Red Palm Crossette
- 2 Bowtie Strobe Flower with Palm Core

Grand Finale

Box Illuminations – Special Effects

- 1 200 Shot Center Flowers with Whirling Serpents
- 1 90 Shot Blue Tail to Blue Stars with Brocade Crown (Z Shape)
- 1 90 Shot Red Tail to Blue Stars with Brocade Crown (Z Shape)
- 1 10 x 10 Fam – Glitter Crossettes
- 1 64 Shot Twilight Zone Wiper Effects

Three Inch Diameter Shells – Tied & Chained

- 350 Color Florals
- 400 Titanium Salutes with Silver Tails
- 230 Color and Titanium Salutes

Four Inch Diameter Shells

- 40 Silver Coconut Trees with Large Tails
- 40 Color Peonies with Rising Tails
- 40 Glit Silver Chrys with Variegated Pistil

Five Inch Diameter Shells

- 36 Assorted Florals and Special Effect Shells

Six Inch Diameter Shells

- 18 Assorted Florals and Special Effect Shells

Eight Inch Diameter Shells

- 2 Assorted Florals and Special Effect Shells

TOWN OF GREENWICH

REQUEST FOR BID #6962 DEADLINE: 3/8/13 AT 3:00 P.M.

FIREWORKS DISPLAY FOR 2013

REPLY SHEET (Page 1 of 3)

PRICING

The bidder shall provide complete pricing below. Pricing shall include all costs. The Town reserves the right to award the contract(s) on a line-by-line basis or as a lump sum.

Binney Park Fireworks Display Total Price: \$ _____

Greenwich Point Park Fireworks Display Total Price: \$ _____

Total Lump Sum Bid Price: \$ _____

Bidder's Company Name _____

Authorized Signature _____

TOWN OF GREENWICH

REQUEST FOR BID #6962 DEADLINE: 3/8/13 AT 3:00 P.M.=

FIREWORKS DISPLAY FOR 2013

REPLY SHEET (Page 2 of 3)

Non-collusion Language

In submitting this bid/proposal, the undersigned declares that this is made without any connection with any persons making another bid/proposal on the same contract; that the bid/proposal is in all respects fair and without collusion, fraud or mental reservation; and that no official of the Town, or any person in the employ of the Town, is directly or indirectly interested in said bid/proposal or in the supplies or work to which it relates, or in any portion of the profits thereof.

Compliance with Ethics Code

In submitting this bid, the undersigned further declares that it has not, and will not, induce or attempt to induce any Town of Greenwich employee or officer to violate the Greenwich Code of Ethics in connection with its offer to provide goods or services under, or otherwise in the performance of, such contract.

The undersigned further understands that the above declarations are material representations to the Town of Greenwich made as a condition to the acceptance of the bid/proposal. If found to be false, the Town of Greenwich retains the right to reject said bid/proposal and rescind any resulting contract and/or purchase order and notify the undersigned accordingly, thereby declaring as void said bid/proposal and contract or purchase order.

BIDDERS INFORMATION:

BIDDER'S COMPANY NAME _____

ADDRESS _____

TELEPHONE # _____ **FAX #** _____

E-MAIL ADDRESS _____

WEB SITE _____

AUTHORIZED SIGNATURE _____

PRINT NAME _____

TITLE _____

TAXPAYER IDENTIFICATION NO. _____

INCORPORATED IN THE STATE OF _____ **Corporate Seal** ☐ **Yes** ☐ **No**

TOWN OF GREENWICH

REQUEST FOR BID #6962 DEADLINE: 3/8/13 AT 3:00 P.M.=

FIREWORKS DISPLAY FOR 2013

REPLY SHEET (Page 3 of 3)

Non-collusion Language (continued)

The Greenwich Code of Ethics can be found at www.greenwichct.org. Relevant provisions of the Code of Ethics state as follows:

2. **DEFINITION.** (1) Indirect interest, without limiting its generality, shall mean and include the interest of any subcontractor in any prime contract with the town and the interest of any person or his immediate family in any corporation, firm or partnership which has a direct or indirect interest in any transaction with the town. (2) Substantial financial interest shall mean any financial interest, direct or indirect, which is more than nominal and which is not common to the interest of other citizens of the town. (3) Town officer shall mean and include any official, employee, agent, consultant or member, elected or appointed, of any board, department, commission, committee, legislative body or other agency of the town. (4) Transaction shall mean and include the offer, sale or furnishing of any real or personal property, material, supplies or services by any person, directly or indirectly, as vendor, prime contractor, subcontractor or otherwise, for the use and benefit of the town for a valuable consideration, excepting the services of any person as a town officer.
3. **GIFTS AND FAVORS.** No town officer or his immediate family shall accept any valuable gift, thing, favor, loan or promise which might tend to influence the performance or nonperformance of his official duties.
4. **IMPROPER INFLUENCE.** No town officer having a substantial financial interest in any transaction with the town or in any action to be taken by the town shall use his office to exert his influence or to vote on such transaction or action.

By signing below, the undersigned declares that he/she has read the non-collusion language contained herein and agrees to abide by its contents:

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

COMPANY NAME: _____

TOWN OF GREENWICH
INSURANCE PROCEDURE

PLEASE NOTE:

**RETURN THIS COMPLETED FORM WITH YOUR BID/PROPOSAL.
FAILURE TO DO SO MAY RESULT IN YOUR BID/PROPOSAL BEING
REJECTED.**

Please take the insurance requirements of the Contract to your agent/broker immediately upon receipt of the bid documents to determine your existing coverage and any costs for new or additional coverage required for the work noted in this Request for Bid/Proposal. Any bids/proposals which contain exceptions to the insurance requirements may be considered nonresponsive and may be rejected.

STATEMENT OF VENDOR:

I have read the insurance requirements for this work and have taken the documentation to my insurance agent/broker. The bid/proposal cost reflects any additional costs relating to insurance requirements for this work.

If I am awarded this contract, I or my insurance agent shall submit all of the required insurance documentation to the Town of Greenwich Purchasing Department within ten (10) days after the date of the award of the contract.

Signature

Date

Contractor

Insurance Requirement Sheet

Exhibit A

Insurance Requirements: Before starting and until final completion and acceptance of the work called for in the Contract and expiration of the guarantee period provided for in the Contract, the Contractor and its subcontractors, if any, shall procure and maintain insurance of the types and amounts checked in paragraphs A through E below for all Contract operations.

- ☒ A. General Liability, with minimum coverages for combined bodily injury and property damage liability of \$4,000,000 general aggregate, \$1,000,000 per occurrence including:
- ☒ 1. Commercial General Liability.
 - ☒ 2. Town of Greenwich, OldGreenwichRiversideCommunity Center and major fireworks sponsors as additional insured.
 - ☐ 3. Owners and Contractors Protective Liability (separate policy in the name of the Town).
- ☒ B. Comprehensive Automobile Liability, with minimum coverages of \$1,000,000 combined single limit for bodily injury and property damage, including, where applicable, coverage for any vehicle, all owned vehicles, scheduled vehicles, hired vehicles, non-owned vehicles and garage liability.
- ☐ C. Excess Liability, with minimum coverage of \$5,000,000 in umbrella form, or such other form as approved by Town Department Head and Risk Management Director.
- ☒ D. Workers' Compensation and Employer's Liability, with minimum coverages as provided by ConnecticutState Statutes.
- ☐ E. Professional Liability (for design and other professionals for Errors and Omissions), with minimum coverage of \$1,000,000. If the policy is on a claims-made basis, coverage shall be continually renewed or extended for three (3) years after work is completed under the Contract.
- ☒ G. **CERTIFICATE HOLDER: TOWN OF GREENWICH**
ATTN: PURCHASING DEPT. (Also fill in on ACORD Certificate of Insurance)
101 Field Point Road, Greenwich, CT06830.

The Acord certificate of insurance form must be executed by your insurance agent/broker and returned to this office. Company name and address must conform on all documents including insurance documentation. It is required that the agent/broker note the individual insurance companies providing coverage, rather than the insurance group, on the Acord form. The Contract number (provided to the awarded Contractor), project name and a brief description must be inserted in the "Description of Operations" field. It must be confirmed on the Acord Form that the Town of Greenwich is endorsed as an additional insured by having the appropriate box checked off and stating such in the "Description of Operations" field. A letter from the awarded vendor's agent/broker certifying that the Town of Greenwich has been endorsed onto the general liability policy as an additional insured is also mandatory. This letter must follow exactly the format provided by the Purchasing Department and must be signed by the same individual authorized representative who signed the Acord form, both of which must be signed with original ink "wet" signatures. If the insurance coverage required is provided on more than one Acord certificate of insurance, then additional agent/broker letters are also required. Contract development will begin upon receipt of complete, correct insurance documentation.

The Contractor shall be responsible for maintaining the above insurance coverages in force to secure all of the Contractor's obligations under the Contract with an insurance company or companies with an AM Best Rating of B+:VII or better, licensed to write such insurance in Connecticut and acceptable to the Risk Manager, Town of Greenwich. For excess liability only, non-admitted insurers are acceptable, provided they are permitted to do business through Connecticut excess line brokers per listing on the current list of Licensed Insurance Companies, Approved Reinsurers, Surplus Lines Insurers and Risk Retention Groups issued by the State of Connecticut Insurance Department.

**AGENT/BROKER
(LETTERHEAD)**

(Date)

Town of Greenwich
Joan T. Sullivan, Director of Purchasing
101 Field Point Road
Greenwich, CT 06830

Re: **(Name of the Insured)**
Town of Greenwich Service Agreement Contract No. **XXXX**

Dear Mrs. Sullivan:

The undersigned hereby certifies as follows:

- (1) I am a duly licensed insurance agent under the laws of the State of **[insert state]** and an authorized representative of all companies affording coverage under the Acord form submitted herewith;
- (2) The Town of Greenwich has been endorsed as an additional insured under general liability policy no. **[insert policy number]**, issued by **[insert company affording coverage]** to **[name of insured]**;
- (3) The general liability policy referenced in paragraph (2) above meets or exceeds the coverage in Commercial General Liability ISO form CG 00 01 10 01, including contractual liability;
- (4) The policies listed in the Acord form submitted to the Town of Greenwich in connection with the above referenced contract have been issued to the insured in the amounts stated and for the periods indicated in the Acord form; and
- (5) The Town of Greenwich shall be given thirty (30) days prior written notice of cancellation, lapse or restrictive amendment (except ten days notice of nonpayment) of the policies listed in the Acord form.

Sincerely,

(Signature)

Type Name

Authorized Representative for all companies listed in the Acord form

PERSONAL SERVICE CONTRACT

Contract No.

THIS AGREEMENT made and entered into this _____ day of _____ 2013, by and between the TOWN OF GREENWICH (hereinafter referred to as "Town"), acting herein by the undersigned official, and _____ (hereinafter referred to as "Contractor"), whose principal office is located at _____, acting herein by _____ its _____, hereunto duly authorized,

WITNESSETH:

WHEREAS, the Town contemplates:

WHEREAS, the Town desires to retain the services of the Contractor to perform the following work:

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Describe services to be performed:

2. Describe method and terms of payment:

This agreement consists of:

Personal Service Contract form (pp. 1-7);

Exhibit A, Insurance Requirements & Certificate of Insurance (pp. XX-XX);

Other exhibit(s) (yes/no) entitled _____ (pp. _____);

Other attachment(s) (yes/no) entitled _____ (pp. _____);

for a total number of _____ numbered pages (hereinafter collectively referred to as "Contract").

3. Any conflict between this Contract and any invitation to bid, request for proposal, bid or response to request for proposal shall be resolved in favor of this Contract, with the exception that any provision of an invitation to bid, request for proposal, bid or response to request for proposal, that is attached as an Exhibit to this Contract, which Exhibit provides for a higher standard of obligation or service by Contractor, shall control as to the standard of obligation and service required of the Contractor and shall thereby supplement this Contract.

4. The Town may at any time, and for any reason, direct the discontinuance of the services and work contemplated under this Contract for a period of time. Such direction shall be in writing and shall specify the period during which the work shall be discontinued. The work shall be resumed on the dates specified in such direction, or upon such other date as the Town may thereafter specify in writing. The period during which such work shall have been discontinued shall be deemed added to the time for performance. Stoppage of work under this article shall not give rise to any claim against the Town.

5. The service and work contemplated under this Contract shall be completed in full on or before .

6. The Town may at any time and for any reason terminate this Contract by written notice specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. In the event of such termination, services shall be paid for in such amount as shall compensate for the portion of the work satisfactorily performed prior to termination. Such amount shall be fixed by the Town after consultation with the Contractor and shall be subject to audit by the Town Comptroller. Termination under this section shall not give rise to any claim against the Town for damages for compensation in addition to that provided hereunder.

7. It is the intent of this Contract to secure the personal services of the Contractor or a duly authorized and competent representative(s) of the Contractor acceptable to the Town. Failure of the Contractor for any reason to make the personal service of such a person available to the Town to the extent necessary to perform the services required skillfully and promptly shall be cause for termination of this Contract.

8. The Contractor shall not assign this Contract without prior consent of the Town in writing.

9. In the event of death or disability of the principal of the Contractor, any qualified partner or associate of the Contractor may be authorized, at the option of the Town, to continue to perform and complete all the terms, covenants and provisions contained in this Contract.

10. If the Contractor has been delayed and as a result will be unable, in the opinion of the Town, to complete performance fully and satisfactorily within the time allowed therefor, the Contractor, upon submission of evidence of the cause of the delay, satisfactory to the Town, shall at the discretion of the Town, be granted an extension of time for performance equal to the period that the Contractor was actually and necessarily delayed.

11. When the Town shall have reasonable grounds for believing that a) the Contractor will be unable to perform this Contract fully and satisfactorily within the time fixed for performance, or b) a meritorious claim exists or will exist against the Contractor or the Town arising out of the negligence of the Contractor or the Contractor's breach of any provision of this Contract, then the Town may withhold payment of any amount otherwise due and payable to the Contractor hereunder. Any amount so withheld may be retained by the Town for such period as it may deem advisable to protect the Town against any loss and may, after written notice to the Contractor, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the Town. No person shall have any right against the Town or claim against the Town by reason of the Town's failure or refusal to withhold monies. No interest shall be payable by the Town on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the Town.

12. The acceptance by the Contractor, his successors or assigns, of any payment made on the final requisition under this Contract, or of any final payment due on termination of this Contract, shall constitute a full and complete release of the Town from any and all claims, demands and causes of action whatsoever which the Contractor, his successors or assigns, have or may have against the Town under the provisions of this Contract.

13. The Contractor shall not assert any claim arising out of any supervisory act or omission by any agent, officer or employee of the Town in the execution or performance of this Contract against any such agent, officer or employee. The Contractor shall require each person supplying labor or materials to the Contractor to agree in writing to the Contractor not to make any claim against the Town, its officers, agents or employees by reason of such labor or materials, or by reason of any acts or omissions of the Contractor.

14. The Contractor shall indemnify and save harmless the Town and its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease, death or other damages sustained by any person or persons injury or damage to or destruction of any property, directly or indirectly arising out of, relating to, or in connection with the work called for in the Contract, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence, fault, or contractual default of the Contractor, its officers, agents, servants or employees, any of its subcontractors, the Town, any of its respective officers, agents, servants, or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false, or fraudulent, and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the Town, its officers, agents, servants, or employees, against any such damages occasioned solely by acts or omissions of the Town, its officers, agents, servants or employees, other than supervisory acts or omissions of the Town, its officers, agents, servants, or employees, in connection with the work called for in the Contract.

15. The Contractor shall take out and maintain during the life of this Contract the types and amounts of insurance as are set forth in the attached Exhibit B. Before commencing the work called for in this Contract, the Contractor shall furnish the Town with a completed certificate of insurance on the Acord form that is referenced in the attached Exhibit B evidencing such coverage.

16. Contractor agrees to comply in every respect with applicable State and Town laws, regulations and ordinances.

17. Contractor shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. Nothing herein contained shall be construed as creating the relationship of employer and employee or principal and agent, between the Town, its agencies, employees, agents and Contractor, its employees and agents. Contractor assumes exclusively the responsibility for the acts of its employees and agents as they relate to the services to be provided during the course and scope of their employment. Contractor, its agents and employees shall not be entitled to any rights and privileges of Town employees and shall not be considered in any manner to be Town employees.

18. The laws of the State of Connecticut shall govern this Contract and any and all litigation related to this Contract. In the event of litigation related to this Contract, the exclusive forum shall be the State of Connecticut and the exclusive venue for such litigation shall be the Judicial District for Stamford/Norwalk at Stamford.

Dated at Greenwich, Connecticut,
this _____ day of _____ 2013.

Witnessed by:

Witnessed by:

THE TOWN OF GREENWICH

By _____ L.S.

Its _____

THE CONTRACTOR

By _____ L.S.

Its _____

STATUTORY SHORT FORMS OF ACKNOWLEDGMENT

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

STATE OF _____)
) ss: _____
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____
(name of person acknowledged)

Notary Public
My Commission Expires:

FOR A CORPORATION:

STATE OF _____)
) ss: _____
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2013 by _____
name and title of officer/agent
of _____ a _____
name of corporation State or place of incorporation
corporation, on behalf of the corporation.

Notary Public
My Commission Expires:

FOR A PARTNERSHIP:

STATE OF _____)
) ss: _____
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____, _____
acknowledging partner or agent
partner (or agent) on behalf of _____, a partnership.
name of partnership

Notary Public
My Commission Expires:

BY ANY PUBLIC OFFICER, TRUSTEE, OR PERSONAL REPRESENTATIVE:

STATE OF _____)
) ss: _____
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____, _____
name and title of position

Notary Public
My Commission Expires: